

CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD
(CONTRACTS & MONITIRING)

TENDER NO.CNT / SEW / MWB / 2371 / 2013

**NOTICE INVITING TENDER, LETTER OF TENDER, AGREEMENT,
SPECIFICATIONS AND PRICE SCHEDULE FOR THREE YEARS.**

NAME OF WORK: OPERATION AND MAINTENANCE OF SEWAGE PUMPING STATIONS (HT RELAY, HT 3 SHIFTS, LT 3 SHIFTS, LT 2 SHIFTS, LT ROAD SIDE) AT VARIOUS LOCATIONS IN CHENNAI CITY FOR 3 YEARS

NOTE:

1. No cheque will be accepted towards Earnest money deposit, Tender not accompanied by the earnest money deposit in accordance with the item No.7 of the Check list for the guidance for the contractor will be summarily rejected.
2. Tenders with conditions are liable for rejection.
3. All entries should be made legibly in ink. Writing the rates and amounts first in pencil and later overwriting in ink should be avoided as also overwriting the corrections.
4. Corrections if any should be made neatly by scoring out the unwanted matter and rewriting legibly. The full signature of the tenderer should attest every such correction.

Price : Free of cost

Tender due on : 14.05.2013

Last date for issue : 13.05.2013

Superintending Engineer (C&M)
C.M.W.S.S Board

Address:

No.1, Pumping Station Road,
Chintadripet
Chennai - 600 002.

**CHECKLIST FOR THE GUIDANCE OF THE CONTRACTOR
FOR FILLING UP THE FORM**

DETAILS TO BE FILLED UP:

A. SECTION - I - PART - III (LETTER OF TENDER)

To be filled, signed by the bidder in all the pages and seal affixed

B. SECTION - II - PART - IV (PRICE SCHEDULE)

Each page to be signed and seal affixed

C. All other pages of the bid shall be initialed by the bidder and seal affixed.

CONTENTS

SECTION - I

Part - I	NOTICE INVITING TENDER	4
	INSTRUCTIONS TO TENDERERS	6
Part - II	CHECK LIST FOR GUIDANCE	10
	SPECIAL INSTRUCTIONS TO BIDDERS FOR E-BID SUBMISSION	13
Part - III	LETTER OF TENDER	17
Part – IV	AGREEMENT	19

SECTION - II

Part - I	GENERAL STIPULATION AND CONDITIONS	22
Part - II	GUIDELINES FOR ELECTRICAL/MECHANICAL WORKS	39
Part - III	NOTES REGARDING WORKS (LIST OF MINOR REPAIRS)	40
Part – IV	PRICE SCHEDULE	41
ANNEXURE-I	REQUIREMENT OF STAFF TO BE PROVIDED BY THE SUCCESSFUL CONTRACTOR	44
ANNEXURE-II	OBLIGATIONS OF THE BOARD	45
ANNEXURE-III	MANDATORY DUTIES OF THE CONTRACTOR	46
ANNEXURE-IV	RECOVERY TO BE MADE FOR DEFAULT	55
ANNEXURE-V	SAFETY MEASURES TO BE ADHERED	56
ANNEXURE-VI	SCHEDULE OF MAINTENANCE	57
ANNEXURE-VII	SAFETY EQUIPMENT AND LOOSE TOOLS	63
ANNEXURE – VIII	UNDERTAKING FOR ADHERING ADDITIONAL CONDITIONS TO BE FOLLOWED REGARDING BAN ON ENTRY OF WORKERS INTO SEWERAGE SYSTEM	65

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

SECTION – I
PART - I

CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD
NOTICE INVITING TENDER
LOCAL COMPETITIVE BIDDING

Sealed Bids are invited from the eligible bidders for the following works. Bidding will be conducted through Local Competitive Bidding procedures of CMWSSB under single cover system conforming to the Tamil Nadu Transparency in Tenders Act, 1998 and Rules 2000.

Sl. No.	Name of Work and Tender No.	Due Date and time of bid submission	Approximate value of Tender Rs. in Lakh	E.M.D. in Rs.	Tender schedule available From - To	Eligibility	Contract Period
1.	Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 Shifts, LT 3 Shifts, LT 2 Shifts, LT Road side) at various locations In Chennai City Tender No. CNT / SEW / MWB / 2371/ 2013-14	14.05.2013 up to 3.00 PM	---	10,000/-	12.04.2013 To 13.05.2013	* As mentioned below	36 Months
2	Date & time for opening of tenders	14.05.2013 after 3.00 PM . If the due date happen to be a holiday, the tenders will be received and opened on the next working day.					
3.	Availability of Tender Schedule in person	Information & Facilitation Officer, CMWSS Board, No.1, Pumping Station Road, Chintadripet, Chennai – 600 002, (Telephone: 044-28451300, Extn. 227)					

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

4.	Through Website	www.chennaietrowater.tn.nic.in & www.tenders.tn.gov.in The downloaded document should be properly binded and submitted for tendering along with necessary enclosures.
5.	Cost of Tender Schedule	Free of cost. The document will also be sent by surface mail on an advance payment of Rs.500/- per set for each work.
6.	Address for information and clarifications and for receipt of tenders	Office of Superintending Engineer, Contracts & Monitoring, 4 th Floor, CMWSS Board, Chennai – 600 002 Phone No. 044-2845 1300 Extn.253 FAX : 044-2845 4336 Email : secm@chennaietrowater.com
7.	e-bid submission & portal	Permitted through portal www.tntenders.gov.in

• **Eligibility Class**

For H.T. Relay Pumping Station	-	Class- IV B and above
H.T. 3 Shifts Pumping Station	-	Class- IV B and above
L.T. 3 Shifts Pumping Station	-	Class- V B and above
L.T. 2 Shifts Pumping Station	-	Class -V B and above
Road Side Pumping Station	-	Class- V B and above

**SUPERINTENDING ENGINEER
(CONTRACTS & MONITORING)**

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

INSTRUCTIONS TO TENDERERS

1. No alteration whatever may be made in the text of the tender form; any remarks or explanations should be set out in a covering letter. The form of agreement is bound up with other documents, so that the tenderers may know what their liabilities and duties are and the entire tender form should be submitted to the Board when submitting the tender.
2. Tenderers must comply with instructions contained in the notice inviting tender. They must also agree to comply with all the conditions and specifications of the contract. Otherwise their tenders are liable for rejection.
3. (a) The rates quoted should be firm and no variation in rates or prices are admissible.

(b) The rates should be quoted in Indian Rupees and payment will also be made only in Indian Rupees.
4. The tenderer shall be solely responsible for the payment of the Central or State govt. Taxes and levies etc. and the rates for the various items of work shall remain unaltered by any change that may be made from time to time in the rate at which such taxes and levies are payable.
5. The rates should be quoted both in words as well as in the figures and these should be noted legibly and clearly without any ambiguity. If there is ambiguity between words and figures, the lowest among words and figures will be taken into account. If there is a discrepancy between the amount quoted for an item and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. The Tenders will be bound by the rates quoted for the various items irrespective of any error that may be noticed in the figure under the amount column on account of any wrong calculations. In such cases necessary correction will be made in the Board offices on the basis of the rates quoted while tabulating the rates quoted by the tenderers.
6. A certificate of income-tax clearance from the Income Tax authorities as required in Govt. Order No.1867, Finance Budget General, dated 16.8.1949 in the form appended therein will have to be furnished by the successful tenderer within 14 days from the date of receipt of communication of the acceptance of his tender by the Board or at the time of execution of agreement whichever is earlier.
7. The Tenderers while submitting their Tenders should furnish their Sales Tax registration certificate number in a separate letter along with the tender. They must also produce the sale tax clearance certificate from the commercial tax Department of this State before execution of the agreement.

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

8. The Tenders shall be valid for acceptance for a period of 120 days after the due date for submission of tenders.
9. (A) The attention of the tenderer is drawn to the following declaration, which forms part of the letter of tender to be signed by the tenderer.

“I / we agree that I / we will not withdraw the tender during the period that will be required for intimation of acceptance or non-acceptance during such extended period as agreed to by me / us, such period to date from the last date by which Tenders are due to be submitted to the Board and if I / we do so withdraw, I / we shall forfeit the E.M.D to the Board.
- (B) Failure to sign the letter of tender will result in the rejection of the tender.
10. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
 - (a) where there is a discrepancy between the rates in figures and in words, lower of the two will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
11. The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid security shall be forfeited in accordance with sl No 18
12. The Board reserves to itself the right to reject all or any of the Tender or to accept any tender or part thereof without assigning any reason for so doing.
13. The acceptance of the tender by the Board shall be deemed to result in and constitute a valid and concluded contract binding on the tenderer notwithstanding the non-execution of the contract agreement.
14. The Board will not adjust amounts towards E.M.D., S.D. either from pending bills of the tenderer or from the deposits held by the Board for other works.
15. The contractor shall furnish a list of technical staff and skilled personnel proposed to be employed by him with their name, education qualification and experience in years

Signature of the Tenderer with Seal

furnished in execution wing. The contractor shall change anybody from this list with person of equal or higher qualification and experience after obtaining specific approval of the Engineer.

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

16. The E.M.D. of the unsuccessful tenderer will be returned to them as soon as possible after the final disposal of Tenders. The E.M.D. of the successful tenderer will be returned to him after he deposits his security deposit and executes the agreement within the required time.
17. The successful tenderer shall pay all stamp charges on the contract.
18. The Bid Security may be forfeited
 - (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) if the Bidder does not accept the correction of the Bid price, pursuant to SI.No.10 & 11 of Instruction to tenderers; or
 - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security
19. It must be clearly understood that the prices quoted in the tender are to include everything required to be done by the conditions of contract and specifications or by any drawings therein referred to and also all such works as are necessary for therein referred to and also all such works as are necessary for the proper completion of the contract though special mention thereof may have been omitted in the specification or drawings.
20. If the Board considers that any tender is unworkably low or very exorbitant indicating that tenderer has not understood the implications in the contract or is attempting either to frustrate the object of the Board or exploit the Board, it can debar such tenderer permanently or for such period as it may deem fit from entering into any contract with the Board.
21. Tenderer is referred to the description of work given in the accompanying specifications, which is to be read as part of the schedules. The rates and prices entered in the schedules are to cover all the works and details described in the specification or shown in the drawings and it is to be distinctly understood that no claim will be entertained which is based on that circumstances that works may be described in the specifications to which apparently no corresponding item is given in the schedules.

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

22. Should the contractor fail to undertake to commence the work within 7 days from the date of handing over the site by the Board, the security deposit will be forfeited and the contract is liable to be cancelled or terminated and the Board may thereupon at such terms as it may think fit, arrange through any other person or persons to undertake or perform, provide, execute and do all works, materials or matters and things described in the tender schedule at the risk and cost of the contractor.
23. The operation and maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road Side) at various locations in Chennai City shall be for a period of 3 years from the date of handing over the operation activities.
24. Whenever detailed specifications for various items of work included in this contract are not found in the tender TNDSS which is now revised and called as Tamil Nadu Building practice (TNBP) or the relevant Indian standard specifications or code of practice or the instructions and requirements of the Engineering shall apply in that order.
25. Tenderers should give full postal address of their office in their tender. The delivery at the above named place or posting in a post box regularly maintained by the postal department or sending by letter registered for acknowledgement of any notice, letter or other communication to the tenderer or contractor shall be deemed sufficient service thereof upon the tenderer or contractor in writing. The address may be changed at any time by an instrument executed by the tenderer or contractor and delivered to the Contract Engineer of the Board.

Nothing contained in the agreement and its contract conditions shall be deemed to preclude or render inoperative the service of any notice, letter or communication upon the contractor personally.

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

SECTION - I
(PART - II)

CHECK LIST FOR THE GUIDANCE OF THE CONTRACTOR

I	The Tender schedule for the above work consists of 67 pages as detailed below:	
	(i)	Notice Inviting Tender Page – 4 & 5
	(ii)	Instructions to Tenderers Page – 6 to 9
	(iii)	Checklist for the guidance of the Contractors Page - 10 to 12
	(iv)	Special Instructions to bidders for e-bid submission Page - 13 to 16
	(v)	Letter of Tender 2 pages Page - 17 & 18
	(vi)	Agreement Page - 19 to 21
	(vii)	Work schedule containing details of Work Page - 41 to 43
	(viii)	General stipulations and conditions Page 22 to 40 & Page 44 to 64
	ix)	Undertaking for adhering additional conditions to be followed regarding ban on entry of workers into sewerage system Page 65 to 67
II	1.	The total number of items in the work schedule – 5 Items
	2.	Tenderers are requested to sign all pages in the tender schedule and must sign letter of tender. Tenders which do not have the Signature of the Tenderer in letter of tender will be summarily rejected.
	3.	Bidders are requested to verify the number of pages in the work schedule, number of items in the work schedule. Any clarification and further information required may be obtained from the Office of the Contracts and Monitoring wing on any working day.
	4.	The present tender document contains work schedule only. The tenderers are requested to quote the rate for each item of work both in words and figures and fill up the amount column. If there is any discrepancy between words and figures, the lower among the words and figures will be taken into account. If there is a discrepancy between the amount quoted for an item and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
	5.	<u>Eligibility:</u> 1) Contractors registered in Metro water in the related class as indicated below are eligible to tender for this work. The tender received from ineligible contractors will be treated as non-responsive. 2) Contractors registered in other departments and undertakings of the Central or State Government in the corresponding class for taking up such works and who have executed similar works of the same or higher magnitude are also eligible to tender for this work. However the successful Tenderer will have to get himself registered in the Board in the appropriate class. As this is purely a maintenance work, memorandum of understanding and consortium will not be accepted : -

Signature of the Tenderer with Seal

	<p>Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.</p> <p><u>Tender No: CNT/SEW/MWB/2371/2013</u></p> <p>1) HT Relay Pumping Stations - Class IV B and above 2) HT 3 shifts Pumping Stations - Class IV B and above 3) LT 3 shifts Pumping Stations - Class V B and above 4) LT 2 shifts Pumping Stations - Class V B and above 5) LT Road side Pumping Stations - Class V B and above</p> <p>The allotment of actual number of Sewage Pumping Stations to the contractor will be decided by Metro Water based on their class of registration.</p> <p><u>Note:</u></p> <p><u>I. Contractors registered in Board:</u></p> <p>If the performance of the tenderer in the works awarded earlier is found to be poor subsequent to opening of this tender or during evaluation of this tender, his/their tenders will not be considered for evaluation and will be treated as non-responsive.</p> <p><u>II. Contractors registered in State or Central Government Departments:</u></p> <p>1) The tenderer who comes under the eligibility condition 2 i.e. not Registered in the Board and who intend to participate in the tender, subject to their eligibility as above are requested</p> <p>i. To read the Standard tender document from the Office of the Contracts wing. The contents of Standard Tender document is binding along with the conditions in this tender schedule on the tenderer.</p> <p>ii. To furnish Proof for their registration in other state or central Government departments in the appropriate class and its current validity.</p> <p>2) The tender of tenderers who does not fulfill the above will be treated as non-responsive. The tender received from ineligible contractors will be treated as non-responsive.</p> <p>However the successful tenderer will have to get himself registered in the Board in the appropriate class.</p>
6.	<p>The contract period is for 3 years. However the performance of the contractor will be reviewed at the end of every year. If the performance is found to be unsatisfactory during this period or in between, the contract will be terminated immediately.</p>
7.	<p>EMD in the form of Demand Draft or Banker's Cheque or Pay Order drawn from Nationalized / Scheduled Bank / TNSC Bank in favour of CMWSS Board. Cash and Cheque will not be accepted towards Earnest Money Deposit.</p>

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

8.	<p><u>SECURITY DEPOSIT</u> Security deposit will be collected from the successful Tenderer in the following form and manner within 14 days from the date of receipt of work order: Form in which S.D. collected.</p> <p>a)</p> <p>In the shape of NSC/NSS/KVP/Post office Time Deposits valid for the required contract period and pledged in favour of Managing Director, CMWSS Board and shall have the necessary transfer endorsement of the Post Office. (OR) Fixed Deposit for the required period from nationalized/Schedule Bank/TNSC Bank in favour of Managing Director, CMWSS Board. (OR) Certified cheque/Bank Draft in favour of Managing Director, CMWSS Board payable at Chennai.</p>
b)	The value of S.D . will be as follows:
i)	for tenders with any plus percentage and upto (-)5% over departmental value – 2% of the contract value.
ii)	for tenders between (-)5% to (-)15% over departmental value --- 4% of the contract value.
iii)	for tenders, above (-)15% over departmental value --- 5% of the contract value.
9.	All duties, taxes and other levies payable by the contractor under the contract or for any other cause shall be included in the rates, prices and total quoted rates submitted by the bidder.
10.	<p><u>Tender Validity</u> Tenders shall remain valid for a period of not less than one hundred and twenty days (120 days) after the due date for submission of bids. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.</p>
11.	No cheque will be accepted towards Earnest Money Deposit. Tender not accompanied with the Earnest Money Deposit in accordance with the tender conditions will be summarily rejected.
12.	Tenders with conditions are liable for rejection.
13.	All entries should be made legibly in ink. Writing the rates and amounts first in pencil and later over writing in ink should be avoided and also over writing the corrections
14.	Correction if any should be made by neatly score out the unwanted matter and rewriting legibly. Every such correction should be attested by the full signature of the tenderer.

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-BID SUBMISSION

The above tender notice is also available on the web site www.tntenders.gov.in. This site permits downloading of the tender documents at free of cost. The intending tenderers may visit this site and download the tender document at free of cost and use it for tender submission.

The tenderer is also permitted to upload the tender on the web site using the e-token.

The following list of items is to be uploaded by the tenderer (or) bidder within the date & time of submission of bids.

1. Earnest Money Deposit

Scanned copy of the Demand Draft/ Pay Order / Banker's Cheque in the acceptable manner as mentioned in the tender schedule.

2. Letter of Tender: Should be signed & the scanned copy of the Letter of Tender, along with the relevant documents in PDF format as one file.

The originals for the above (Item No. 1&2) should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date & time for the tender.

3. Schedule of works / Bill of Quantities: The Bidder has to fill only the rates/ percentage in figures in the columns provided in Bill of Quantities in excel form and uploaded as boq.xls file. The same file may also be converted into pdf and uploaded.

The Digital Signature Certificate/ e- token may be obtained from one of the authorised Digital Certifying Authorities such as SIFY / SCS (TCS) / nCode, at the risk and cost of the bidder.

During e-submission of tenders, the following special care are to be taken:

- 1) Bidder should do the registration in the tender site using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site.

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

- 2) Bidder then login to the site thro' the secured log in by giving the password of the e-token & then the user id/ password chosen during registration.
- 3) The e-token that is registered should be used by the bidder and should not be misused by others.
- 4) After getting the tender schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 5) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 6) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF format. If there are more than one document, they can be clubbed together.
- 7) Bidder should get ready the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date & time for the tender.
- 8) The bidder read the terms & conditions and accepts the same to proceed further to submit the bids.
- 9) The bidder has to select the payment option as offline to pay the fee & EMD as applicable.
- 10) Bidders having current account with ICICI may make the payment of EMD online thro' the ICICI payment gateway during the e-submission of the tender.
- 11) In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- 12) The rates / percentage offered details have to be entered separately against the specified place in the downloaded spread sheet file (xls) and should be submitted as boq.xls file during the e-bid submission.

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

- 13) The bidders are requested to enter the individual rates / percentage offered in the boq.xls file considering all aspects inclusive of any rebates, etc. No separate rebate or discount should be entered at the end of BOQ. The uploaded boq.xls will not be available for subsequent modification.
- 14) The bidders can submit the bids only once and thereafter, it is not possible to make changes in the bids submitted.
- 15) The tendering system will give a successful bid updation message after uploading all the bid documents submitted & then a bid summary will be shown with the bid number & the date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed with the e-token of the bidder and then submitted
- 16) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 17) The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 18) The bidder may submit the bid documents either by online mode through the site (<http://tntenders.gov.in>) or by manual mode to the department. If a bidder submits the bid, both online and in manual form, only the online bid will be acceptable.
- 19) For any clarifications with the TIA, the bid number can be used as a reference.
- 20) Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- 21) Each document to be uploaded thro' online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced thro' zip and the same can be uploaded. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- 22) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

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Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

23) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

For any other queries, the bidders are asked to contact thro'

Mail: **secm@chennaietrowater.com**

Phone no.: 044-28451300-320, Extn. 209 or 253 well in advance

This Department will not be held responsible for any sort of delay or the difficulty faced in the e-bid submission of tenders online by the bidders.

SUPERINTENDING ENGINEER(C&M)

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

SECTION - I
(PART- III)

LETTER OF TENDER

To be delivered to the Superintending Engineer, C&M Chennai Metropolitan Water Supply and Sewerage Board at or before 3.00 P.M. on 14.05.2013.

To
The Managing Director
Chennai Metropolitan Water Supply & Sewerage Board
Chennai- 600 002

Sir,

I/We the undersigned do hereby tender and undertake to perform, provide and execute all the works, materials matters and things described or mentioned in the Schedule (Bill of quantities) hereto annexed and the specifications thereto and drawings therein referred to (which have been produced to and carefully examined by me/us) in strict accordance with and under and subject to the terms, provisions and conditions set forth or mentioned in the said Schedule (Bills of Quantities) specifications and the drawings therein referred to, at the rates given and as stated in the Bills of quantities.

I/We herewith enclose D.D/B.C./P.O No..... datedfor having remitted Rs..... into the Board's Cash Section as a guarantee for the due fulfillment of my/our tender, and if successful, undertake and agree to forward to the Board within fourteen days after the notification of the acceptance by the Board of this tender has been received by me/us, the sum as demanded in the Form and manner required as security for the due fulfillment of my/our contract.

I/we undertake and agree that I/We will not withdraw this tender during the period that will be required for intimation, acceptance or non/acceptance as stipulated in clause 9 of Instruction to Tenderers or during such extended period as agreed to by me/us, such period to date from the last date by which tenders are due to be submitted to the Board and if I/We do so withdraw, I/We shall forfeit the Earnest Money Deposit to the Board.

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

I/We further undertake to produce the Income-tax Clearance Certificate/copy of Income Tax Return filed with I.T. Department and the Sales Tax Verification Certificate from the Commercial Tax Department of this State and agree to execute at my/our cost the agreement attached and to sign the plans therein referred to within 14 days after the notification of the acceptance of my/our tender has been received by me/us. In the event of my/our failing to make the Security Deposit or to execute the agreement in the said manner and sign the plans within the time specified for the purpose, the sum of **Rs.10,000/-** accompanying this tender shall be forfeited to the Board and this concluded contract shall in such case be considered, as having been cancelled or terminated and you may thereupon at such time or times, in such manner and on such terms as you may think fit, arrange either departmentally or by any other person or persons to carry out the works and provide, execute and do all works, materials, matters and things described or mentioned herein and I/We agree to be liable irrespective of the forfeiture aforesaid for all damages, losses, costs, charges and expenses arising from or by reason of such failure and arrangements.

I/We undertake to assume full responsibility for the stability and soundness of the Works/structures that will be executed by me/us as per this contract.

I/We also undertake to do all extra or varied works which may be ordered as part of this contract upon the terms provided for in the conditions and specifications.

The tenders shall be valid for a period of 120 days after the due date for submission of bids. In case my/our tender for the work of **“Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay , HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years”** is accepted, I/We agree and guarantee to commence the said works within a period of seven days from the date and complete the entire work within the stipulated period of 36 Months from the date on which the work order received by me/us. I/We also agree that time is the essence of contract. I/We have actually inspected the site of works and have tendered for the works after such inspection.

UNDERTAKING

I/We have gone through the copy of standard tender document received from the Office of the Contracts and Monitoring wing and abide by the same for this contract also.

As witness my/our hand this.....day of.....2013.

Signature of the tenderer
with seal.

Name and address:

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

SECTION – I

PART – IV

CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD
(CONTRACT SECTION)

AGREEMENT

ARTICLE OF AGREEMENT made this _____ day of _____ Two thousand and _____ Between _____

_____ (hereinafter referred to as the 'Contractor') on the one part and the Chennai Metropolitan Water Supply and Sewerage Board of the Chennai Metropolitan Area (herein after called "The Board") on the other part.

Where as the 'Contractor' delivered to the Board the tender attached dated _____ day of _____ Two thousand and _____ and whereby the contractor offered and under took to carry out the works specified under this contract and accessory work in the Operation and Maintenance of Sewage Pumping Station (HT Relay, HT 3 Shifts, LT 3 Shifts, LT 2 Shifts, LT Road Side) at various locations in Chennai City for 3 years, in the state of Tamil Nadu in India, and provide the works, materials, matter and things described or mentioned in these presents at the prices set forth in the schedule annexed to such tender and the contractor also undertook to do all extra and varied works which might be ordered as part of the contract on the terms provided for in the conditions and specifications hereto annexed and the Board accepted such tender in pursuance whereof the parties hereto have entered in this contract.

And whereas the contractor in accordance with the terms of the said tender has deposited in the office of the Board as security for the due and faithful performance by the contractor of this contract, the sum of Rs. _____

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

NOW THESE PRESENTS WITNESS THAT for the consideration hereinafter mentioned, the contractor covenants and agrees with the Board and their successors in manner following that is to say; that the contractor shall and will with in time specified in his letter of tender thoroughly and efficiently and in a good workman like manner, perform, provide, execute and do all the works, materials, matters or things incidental to or necessary for the entire completion of the works specified under this contract necessary works including all works shown in the drawing herein after referred to or described or set forth in the said specifications and schedule hereto annexed and in accordance with such further drawings and instructions as the Superintending Engineer of the Board or other Engineer duly authorised in that behalf (herein after and in the annexed documents referred to as the Engineer) shall at any time in accordance with the said schedule (Bills of quantities) and specifications provided and give together with any alterations in the works or additions thereto, in the time and manner in such schedule (Bill of Quantities) and specifications stipulated to the entire satisfaction of the Engineer and the Board for themselves and their successors covenant and agree with the contractor that during the progress of the works and on the completion of the contract to the satisfaction of the Engineer and the Board shall and will from time to time or receiving the certificates in writing of the Engineer pay to the contractor according to such certificates and the terms of this contract the price of sum mentioned in such certificates as due to the contractor under the terms of this contract subject nevertheless to deductions or additions thereto or there from which may be lawfully made under terms of this contract. It is **HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:**

- (a) All certificates or notices or orders for time or for extra varied or altered works which are to be the subject of an extra or varied charge shall be in writing whether so described in the contract or not and unless in writing shall not be valid or binding or be of any effort whatsoever.

Signature of the Tenderer with Seal

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

(b) The term contract shall include the following documents and construed on part of the agreement in the hierarchy.

- (i) Agreement
- (ii) Letter of Acceptance
- (iii) Notice to proceed with the works
- (iv) Letter of tender
- (v) Conditions of contract (inclusive of special conditions of Labour)
- (vi) Specifications
- (vii) Drawings
- (viii) Bill of Quantities / Price Schedule
- (ix) Any other document and correspondence made
- (x) Instruction to the tenderers
- (xi) Safety and preventive measures and Digest of Labour Laws (CMWSSB) and
- (xii) Additional conditions for the cleaning and maintenance of sewerage system (including Septic Tanks)

IN WITNESS WHEREOF THE contractor
_____ and the Contracts Engineer on
behalf of the Board have caused their common seal to be affixed on the day and year
first above written:

Signed, Sealed and delivered
By the said contractor in the presence of:

Signature of the Contractor

Signature, name and designation of witnesses:

Name and Seal

The common seal of the C.M.W.S.S. Board
was hereunto duly affixed in the presence of:

In witness whereof I hereunto
affix my signature.

CONTRACTS ENGINEER
CMWSS Board,
Chennai 600 002.

Signature of the Tenderer with Seal

SECTION – II
PART – I

GENERAL STIPULATIONS AND CONDITIONS

1. INTERPRETATION In this contract the following words shall be understood as having the meanings herein assigned to them.
- (a) “The Board” means the Chennai Metropolitan Water Supply and Sewerage Board, a Statutory Body constituted under Chennai Metropolitan Water Supply and Sewerage Act, 1978 having its Office at No.1, Pumping Station Road, Chintadripet, Chennai – 2, and any Officer duly authorized by this Board to act on its behalf.
 - (b) ‘Contractor’ means the person or firm or company contracting for the work specified, including his or their executors or administrators of legal representative or successors:
 - (c) ‘Engineer’ means Superintending Engineer or any other Engineer appointed from time to time by the Board to act as such in connection with these Works. Whenever any Work is specified to be done or material supplied to the satisfaction of the Engineer, shall be taken as including his properly authorized assistants and duly authorized representatives.
 - (d) ‘Works’ means Operation and Maintenance of the Sewage Pumping Stations (HT Relay, H.T. 3 Shifts, L.T. 3 Shifts, L.T. 2 Shifts and L.T. Road side) at various locations for 3 years in Chennai City and in accordance with contract.
2. WORKS COMPRISED IN THE CONTRACT This contract comprises the Operation and Maintenance of the Sewage Pumping Stations (H.T. Relay, H.T. 3 Shifts, L.T. 3 Shifts, L.T. 2 Shifts, L.T. Road Side) at various locations described or mentioned in these specifications and in the schedules hereto annexed and shown upon the drawing herein and therein referred to and all extra Works which may be ordered under the powers herein contained, the drawings, specifications, schedules etc. are to be considered as explanatory of each other and no advantages shall be taken of any omission in any of these document.

Signature of the Tenderer with Seal

3. DISCREPANCIES Should any discrepancy appear in any of the documents and drawings included in the contract, or between different parts of the same documents, or any ambiguity or insufficiency of information, the Contractor shall point out the same to the Engineer in writing and receive his instructions explanations or decision in the matter before beginning the work in question.
4. OMISSIONS In the event of anything reasonably necessary or proper to the due and complete performance of the Work (of which the Engineer shall be the sole judge) being omitted to be shown or described in the drawings, specifications and schedules, the Contractor shall notwithstanding execute and provide at the rates noted in the bills of quantities all such Omitted Works and things as if they had been clearly shown and described and according to the direction of the Engineer and to his satisfaction.
5. SCHEDULE The Contractor shall not be held responsible for the accuracy of the quantities set out in the schedules hereto attached but only for the accuracy of the prices amounts and totals therein appearing. The rate for each item of the work in the schedule shall be inclusive of the cost and charges of all materials, labour, tools and plant necessary for the full and complete execution of the work as described in the specification and schedule unless otherwise specified and for the due fulfillment of all the requirements relating thereto as specified in the contract. If any error, omission or mis-statement shall be discovered in the said quantities the same shall not vitiate the contract for release the Contractor from the execution and completion of the whole or any part of the said Works or from any of the obligations or liabilities of the Contractor under this contract or entitle the Contractor to any damages or compensation from the Board.

(BILLS OF
QUANTITIES)
6. PREPARATION In preparing the interim or final certificates of payment to the Contractor, the Engineer shall take into account the total quantities of work include in this contract as set out in the priced bills of quantities and should it appear measurement that these quantities of work have been exceeded, he shall certify for the amount so executed in excess at the several appropriate prices or rates in the said bills of quantities.

OF
CERTIFICATES

Signature of the Tenderer with Seal

7. NET MEASURE-
MENT Should the final measurement of the Work show that the total quantities of the various Works executed are less than those set out in the bills of quantities, the Engineer shall in like manner deduct at appropriate rate the value of such difference from the total sum of the contract. The measurements above referred to will be taken and recorded as prescribed in the T.N.B.P. (latest edition).
8. CONTRACT
GENERAL
EXPLANATION The works under this contract and every addition, alteration or deviation directed to be executed under this contract or that may be necessary or proper to be done in order to perfect and complete the same shall be executed by the Contractor in the best and most substantial and workman like manner, with materials of the best and approved quality of the irrespective kinds, according to the particulars contained in or implied by the specifications and schedules hereto attached and the said drawings herein referred to or such other additional particulars, explanations and drawings as may be given or proved by the Engineer, and to the full and entire satisfaction of the Engineer, according to the instructions and directions from time to time given by the Engineer. The Engineer shall have full liberty from time to time and at all time to inspect, examine and test the materials and workmanship and may at any time reject any or all of the materials or workmanship which may seem defective or unfit or improper for the several purpose they are applied or not in accordance with the said bills of quantities, specifications, drawings, instructions or directions.
9. CONTRACTOR'S
LIABILITY The Contractor shall be absolutely and solely responsible for injury or damage to person and property of any description whatever may be caused by or result from the execution of the works, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specification or not. .
10. POWER TO VARY
WORK The description of Work to be executed by the Contractor are set forth in the specification, schedules and in the drawings, but the Engineer reserves the power to vary, extend or diminish the quantities of Work, to alter the line, level, or position of any work to increase, change or to add or decrease the size, quality, description character or kind of any work, to order the Contractor to execute the Works or any part thereof, by day or night work or to add or take from the work included in the contract as he may think proper without violating the contract and the Contractor shall not have any claim upon the Board for any such variation, extension, diminution, alterations, increase, change or decrease other than for the Work actually done, calculated

Signature of the Tenderer with Seal

according to the prices tendered and accepted in this Contract.

11. EXTRA OR VARIED WORK If the Engineer uses the power reserved to him under Clause 10 above an order in writing signed by the Engineer, shall be given to the Contractor to that effect and any Works executed under such order shall be paid for at the rates set forth in the Schedule of Prices where such rates in the opinion of the Engineer apply but if such rates do not apply, a rate or price shall be agreed upon between the Engineer and the Contractor, in writing and failing their agreement, the Contractor, shall forth will execute such order and the Engineer shall determine the rates or price at which the work shall be paid of.
12. CONTRACTOR TO BE RESPONSIBLE FOR ALL TRESPASSES AND DAMAGES In the event of accident to any person including employees of the Board on duty, damages to property, trespass on land, injury to cattle, horses or other animals or damage injury of any description to any person or thing arising out of the execution of the Works, the Contractor shall be held responsible for and make good the same and shall indemnify the Board from all claims or expenses on account thereof, and if the Board has to pay any money in respect thereof, the sum so paid and the costs incurred by the Board shall be charged to the Contractor as so much money paid to him on account of his contract and the Contractor shall not be at liberty to dispute or question the right of the Board to make such payment for him or on his account, notwithstanding the same may have been made without his consent of authority, and decision or determination in law or otherwise to the contrary notwithstanding. The Board shall not be liable to, for or in respect of any damages or compensation or claim therefor, under any act for the time being in force or common law because or by reason or in consequence of any accident or injuries to workmen or others in the employment of the Contractor or any Sub-Contractor or of any person acting under him or on his behalf or the staff / persons employed by the Board for supervision of the work under his contract and the Contract shall save the Board harmless and indemnify in respect thereof and of any and all cost and expenses incidental thereof or consequent thereon.

Signature of the Tenderer with Seal

12.A

The contractor shall conform to and comply with the regulation and by laws of the State or Central Government or the Board and of the all other local authorities such as Corporation of Chennai. The Tamil Nadu Electricity Board, The Chief Electrical Inspector to Government of Tamil Nadu, the Government Customs and Police Departments, Fire Service, the provision contained in the various Labour Acts enacted by the State Legislature and Central Parliament in force and rules made there under including those under Minimum wages Act, Factories Act, The Indian Electricity Act, and rules framed under it, Workmen Compensation Act, Provident Fund Regulation Act, Employees Provident Fund Act, 1961 and scheme made under the said Act. Health and Sanitary Arrangement for Workers etc., and the Contract Labour (Regulation and Abolition) Central Act 1970 and the Contract (Regulation and Abolition) Central Rules 1971 and Safety and preventive measures and digest of labour laws, available in the Board etc., for Welfare and provision. The Board shall not be liable for the failure of the contractor in conforming to the provision of the Act., Rule and Regulation etc., referred to in the above para and in case of any contravention of the provision of the Acts, Rules and Regulation etc., the Contractor shall keep the Board indemnified against any loss, cost and damage in the event of the action being taken for contravention.

12. B) Further the contractor has to give a declaration for the following provisions:

- i) That in the capacity of Contractor, the contractor has to comply with the provisions of Contract Labour (Regulations & Abolition) Act, 1970 by obtaining a valid license under the Act and the Rules thereto and similarly under Factory Act wherever applicable.
- ii) The Contractor has to pay the wages in accordance with the Minimum Wages Act to all his / their employees.
- iii) That the contractor has to abide to recover the Employees Provident Fund and the Employees' Insurance contributions (both Employees and employers contribution) from the payment of bills every month.

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- iv) The staff who have been employed by the contractor should also have ESI & EPF number in their names. The contractor has to pay ESI & EPF contributions towards the staff every month. The copies of the remittance challans of the ESI & EPF contributions should be submitted along with the bill for claiming the subsequent monthly payment. Similarly, the contribution / premium / tax etc. to any other statutory authorities, the contractor has to remit them directly after registering with the respective department.
- v) That the contractor has to authorize to recover the contributions towards Tamil Nadu Manual Workers (Regulations of Employment and Conditions of Work) Act, 1982 fund at the percentage prescribed by the Government from time to time.
- vi) That the contractor has to further declare and undertake that in case of any liability pertaining to his / their employees is to be discharged by the Principal Employer for his / their lapse, the contractor undertake to reimburse the same or the Principal Employer is authorised to deduct the same from the contractor's dues as payable.
- vii) That the contractor will maintain the Registers and records about the Contract Labour employed under Section 29 of Labour (Regulation & Abolition) Act wherever applicable.
- viii) That the contractor will take insurance policy under Workmen Compensation Act to meet out any untoward incident until the contract labourers are issued with ESI card.
- ix)
 - 1) That the contractor shall not employ any child labour in a house / worksite / establishment and other places
 - 2) As per the Section 2 (ii) of the Child Labour Prohibition & Regulation Act, 1976, the child means a person who has not completed 14 years of his age.

Signature of the Tenderer with Seal

12.C COMPLIANCE
WITH LABOUR
REGULATIONS

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactment's and rules made thereunder, regulations, notifications and bye laws of the State or Central Governments or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The contractor shall keep the Board indemnified in case any action is taken against the Board by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulation's or notifications including amendments. If the Board is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / Regulations including amendments, if any, on the part of the contractor the Engineer / Board shall have the right to deduct any money due to the contractor including his amount of performance security. The Board / Engineer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Board.

The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the Board at any point of time.

12.D CONTRIBUTION
TO FUND FOR
BENEFIT OF
MANUAL
WORKERS IN
THE
EMPLOYMENT IN
CIVIL WORK

Not withstanding anything contained in any Law for the time being enforce or in any arrangement every person / Contractor who undertakes any civil work shall be liable to pay a sum at such percent, not exceeding one percent of the total estimated cost of the civil work i.e. construction or maintenance of dams, bridges, roads, etc., as may be fixed by the Government, by notification, as contribution to the fund constituted for the benefit of manual workers in the employment in Civil Works under a scheme, framed under section 3 of Tamil Nadu Manual Worker (Regulation of Employment and Conditions of Works) Act, 1982 the percentage of total estimated cost of civil works, as may be fixed by the Government, notification from time to time shall be recovered from the Contractor, deductible at source and remit it to the Tamil Nadu Constructions Workers Welfare Board within such period as may be prescribed.

Signature of the Tenderer with Seal

13. RECOVERY OF SALES TAX The TNGST, VAT Act 2006, Section 6 (i) empowered the Board to deduct as Sales Tax an amount calculated at the following rate, namely:
- (i) Civil Works Contract : Two percent of the total amount payable to dealer.
 - (ii) All other works contract : Five percent of the total amount payable to dealer
- at the time of payment of any sum to such dealer for execution of works contractors. The Sales Tax for any payment due in this contract will be recovered as mentioned above.
14. ACCESS TO WORK The Contractor shall inform himself of the number and nature of the existing roads and cart tracts available for access to the site of the work and make due provision in the rates for any difficulty involved in carting materials and surplus excavation.
15. TEST Every part of the work and all the materials to be used therein shall be subjected to such tests from time to time during the execution of the Work as the Engineer may direct and the whole of such test shall in all case be made at the Contractor's sole expense.
16. WORK UNDER THE CONTROL OF THE ENGINEER WHO MAY REJECT MATERIALS OR WORKMANSHIP The Work shall be carried on and completed under the exclusive control direction and supervision and to the satisfaction of the Engineer. The Engineer shall likewise have full power to reject or condemn any workmanship or materials that he may deem unsuitable. In case of any workmanship or materials being rejected by the Engineer, the Contractor shall immediately remove and replace the same to the satisfaction of the Engineer, or the Engineer is hereby authorized to remove and replace the same, deducting the value of the work rejected or material removed or the cost of replacing the same, as he may think proper from any amount due or that may become due to the Contractor.

Signature of the Tenderer with Seal

17. MAINTENANCE STAFF PATTERN
- (i) The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary. Such superintendence shall be given by sufficient person having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) as may be required for the satisfactory O & M of the Plant.
 - (ii) The no. of labour per shift, employment of technical staff and the rate of penalty for the failure on the part or the Contractor to employ the technical staff and labour staff for the Work be as indicated in the Annexure I & IV.
18. ORDER BOOK
- An order book will be kept by the Junior Engineer / Asst. Engineer incharge at the site of the Works, order entered in this book by the Engineer, the Executive Engineer, Assistant Executive Engineer, Assistant Engineer or Junior Engineer shall be held to have been formally communicated to the Contractor. The Assistant Engineer or Junior Engineer will sign each order as it is entered, and will hand over the duplicate to the Contractor or his agent, who shall sign the original in acknowledgement of having received the order.
19. EXCLUDED MATTER
- It is to be distinctly understood that the specifications are to receive their strict literal interpretations and that the Works are in all respects to be carried out in accordance with them and the drawings; to the satisfaction of the Engineer. The decision, opinion, certificate of valuation of the Engineer with respect to all or any of the following matters shall be final and without appeal.
- (a) The quantity of the work carried out or materials supplied by the Contractor and
 - (b) Any requirements of the Engineer under clause 27.

Signature of the Tenderer with Seal

20. BOARD MAY OCCUPY THE SITE AND EMPLOY OTHER CONTRACTORS The Board expressly reserve to themselves the right to occupy for their own purpose of whatever kind, at any time and for so long a time as the Engineer may notice in writing to the Contractor require any portion or portions of the site of the Works, whether the works to be executed thereon be commenced or be in progress or completed and to employ thereon agents and workmen other than the Contractor in the execution of matter not the subject of the Contract and Contractor shall not obstruct such agents and workman, but without extra charge and without relief from any liability or responsibilities incurred under the contract shall allow and provide them unmolested access thereto and such facilities as, in the judgment of the Engineer may by him be reasonably demanded.
21. COMMENCEMENT OF WORK AND RATE OF PROGRESS (a) The Contractor must commence, execute and complete with such expedition as the Engineer shall require and in a manner satisfactory to the Engineer all works for which he has accepted orders.
- PENALTY FOR SLOW PROGRESS (b) If the contractor fails to complete the works as stipulated in this clause, the Engineer shall have the power to impose as penalty of such amount as he may deem fit for everyday that the work remains uncommenced or unfinished after the proper dates, provided however the total amount of penalty imposed during the stipulated period of completion of the work shall not exceed 5% of the contract value.
22. SKILLED WORKMEN TO BE EMPLOYED The Contractor shall employ only competent and skilled persons to do the work. Whenever the Engineer shall inform him in writing that any person on the Works is in his opinion unsatisfactory of incompetent or unfaithful or dishonest, untruthful or disorderly, or otherwise unsuitable such person shall be discharged from the Work and shall not be employed again on it.
23. ABSENCE OF THE ENGINEER If and so often as it may happen that the Engineer shall be absent from the works for any cause whatsoever the Area Engineer shall act, as the Engineer during his absence or until the Board shall appoint some other person to act as such Engineer and Area Engineer or other person appointed as aforesaid as the case may be shall during the said absence of the Engineer, have all the powers and duties relating to all the matters and things in connection with the works or any disputes and difference arising there from or in anyway connected there with, as are conferred on the Engineer by virtue of this contract.

Signature of the Tenderer with Seal

24. NIGHT WORK The work shall be carried out on day and night without extra cost and intermission as directed in writing by the Engineer in charge of the works deemed fit to fulfill the day to day O&M of the respective Sewage Pumping Station.
25. MATERIALS IMPLEMENTS AND LABOUR PROVIDED BY THE CONTRACTOR Except for such materials as are herein stated to be supplied by the Board, the Contractor shall at his cost and charge furnish all materials and labour and everything necessary for the full and complete performance of this contract.
26. ENGINEER TO HAVE RIGHT TO INSPECT PLACES FROM WHERE MATERIALS ARE OBTAINED. All places wherein any materials are being made or obtained for the works and the whole of the process connected there with and all the other operations of the Contractor, or any authorized Sub-Contractor, manufacturer or tradesman shall be open to the inspections and control of the Engineer; and all persons authorized by him at all times.
27. MATERIALS AND WORKMANSHIP INFERIOR WORK TO BE AMENDED PROCEEDING ON REFUSAL If any materials brought upon the site of works or to the places where any operations have been or are being carried out in connection with or for the purposes of the works, be in the judgment of the Engineer of an inferior or improper description or improper to be used in the works, the said materials or workmanship shall where required by the said officer be removed or amended by the Contractor forthwith or within such periods or periods as the said officer may direct. In case of each and every breach by the Contractor of this clause, the Engineer is hereby authorized to remove or cause to be removed the materials and workmanship so objected to, or any part thereof, and replace the same with such other materials and workmanship as shall be satisfactory to him and the thereupon the Contractor shall on demand repay to the Board the expense incurred thereby or to which the Board may be put or be liable in connection therewith, the amount thereof to be certified by the Engineer whose certificates shall be final.
28. CONTRACTOR NOT TO OCCUPY LAND ETC. AFTER NOTICE FROM THE ENGINEER In no case shall the Contractor continue to use or occupy or allow to be used or occupied any land or property either for the deposit of materials or plant or for any purpose whatever, after written notice from the Engineer shall have been addressed to the Contractor at his usual or last known place of abode or business and sent through the post office or other modes of delivery requiring the Contractor to remove or cause to be removed all such materials or plant from any such land or property as aforesaid or to give up vacant possession of such land or property to the Engineer and should any such materials or plant remain upon any such land or property of should any such land or property remain occupied or be used

Signature of the Tenderer with Seal

after such notice for any purpose whatsoever as aforesaid, then and in every such case and as often as the same shall happen the Contractor shall forfeit and on demand pay to the Board the sum of Rs.1,000/- (Rupees One thousand only) per day as and for liquidated and ascertained damages for each and every day during which the said land or property are so used and occupied as aforesaid from the time such notice has been given.

29. **RESPONSIBILITY FOR ACCIDENTS DAMAGES ETC.** The care of the whole of the permanent work shall remain with the Contractor who shall be responsible for all accidents or damages from whatever cause arising and chargeable for anything that may be stolen, removed, destroyed or damaged to whomsoever belonging and also for making good all defects and damages to the said works or to any property adjoining or any cause whatever, whether such damage or defects where occasioned by the negligence of the Contractor or not or may be or might have been discovered during the progress of the works or consequences thereof, or shall appear to be known after the completion whereof or whether payment may wholly or partially have been made or the works approved as supposed to have been properly done, and no certificate or approval of any works by any Officers or members of the Board shall affect or prejudice the right of the Board against the Contractor or be considered or held as at all conclusive as to the sufficiency of any works or materials.
30. **SUSPENSION OF PROGRESS** The Contractor shall without recommence claim or demand, delay or suspend the progress of the works or any part thereof, if and when, and so often as required by the Engineer and for such time to times, as may in the judgment of the Engineer be necessary for the purposes or advantages of the undertaking, and shall whenever directed by the Engineer and upon all needful occasions whether directed or not at the Contractors expense properly cover down and secure so much of the works as may be liable to sustain damage from whether or any other cause and shall at all times and forthwith when required properly make good to the satisfaction of the Engineer all damages or injury which such works or any part thereof may have sustained.
31. **RECOVERY ETC. OF MONEY PAYABLE TO CMWSSB** All losses, costs, damages and expenses and other money payable to the Board by the Contractor under any stipulation in this contract, may be retained out of any money then due or which may subsequently become due from the Board to the Contractor under this or any other contract or otherwise howsoever and in case such money then due or to become due to the Contractor by the Board shall be insufficient to pay

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such losses, costs, damages and other money payable to the Board by the Contractor, it shall be lawful for the Managing Director of the Board without any further consent on the part of the Contractor, to sell and dispose of any or all of the Government promissory notes or securities deposited with the Board by the Contractor as aforesaid and with and out of the proceeds of such sale, after payment of all expenses connected therewith or reimburse and pay to the Board all such losses, costs, damages and expenses and other money payable to the Board by the Contractor and in case such proceeds of sale of the said Government promissory notes or securities shall be insufficient for such purpose then and in that case, it shall be lawful for the Board to recover the residual thereof, if necessary by legal proceedings against the Contractor.

32. CMWSSB MAY TERMINATE THE CONTRACT IN CASE OF INSOLVENCY OR WANT OF DUE DILIGENCE Should the Contractor during the continuance of the contract die or become bankrupt or insolvent or go into liquidation or should he suspend payment or compound with his creditors or from any other cause whatever become unable or fail to carry on the contract with efficiency or should he not progress with any portion of the work assigned to him in the program given by the Engineer from time to time in the manner intended by the contract or not have work ready for delivery in conformity with the terms of contract or should his preparation for commencement and his subsequent rate of progress be slow from any cause whatever that in the opinion of the Engineer or his representative he shall be unable to complete the work by the expiration of the specified period or should he refuse or neglect to comply with the directions given to him by the Engineer or his representative or in any other respect act contrary to the terms of the contract, the Board shall have power to declare the contract at an end in which case the Contractor shall only be paid for such portion of the work as shall have been actually delivered in a serviceable condition at the date of such declaration, after due deduction of any sum that may be leviable under this contract. The Contractor shall in addition be liable to pay to the Board or the Board at their option shall be entitled to further deduct the amount of all losses, damages or expenses (including any excess difference between the contract price of the works to be done under this contract or such portions thereof as may not have been delivered at the date of such declaration as aforesaid and the price which the Board may have to pay for the similar work provided in lieu of such portion as may not have been so delivered) which the Board may be put to or sustain by reason of in consequence of the Contractor's breach of contract. The above liability shall be in addition to forfeiture of the retention money and the security deposit specified in Clause 35 hereunder.

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33. MEASUREMENT OF WORK The work will be measured by the Assistant Engineer / Junior Engineer. The Contractor will be at liberty to accompany them in order that they may agree on the measurements but should he neglect to do so, the measurements as recorded by the said Officer shall be taken as final and conclusive. The measurements of work will be recorded as prescribed in the T.N.B.P. (Latest edition)
34. CERTIFICATE So long as he is satisfied with the rate of progress of the works and with the manner in which they are being carried out, the Engineer shall subject to the provisions herein contained, certify each month payments on account based on the actual quantity and description of the finished works executed by the Contractor calculated according to the prices in the schedules hereto attached and measured in accordance with the provision contained herein, and the final certificate will be made out from such returns and measurement. No certificate will be issued except for work which has been completely finished, tested and passed as satisfactory.
35. PAYMENTS RETENTION & Payments will be made by the Board to the extent of 95 percent of the value of the finished work done by the Contractor on bills to be prepared and submitted by him for the work done for every month and that said bills are certified for and passed for payment by the Engineer or by any person appointed by the Board for this purposes, subject nevertheless to any fines or deduction, cost or charge on the Contractor to be made therefrom as provided for herein. The balance of 5% of such bills will be retained in the hands of the board without interest and this amount together with the security deposited by the Contractor for the due fulfillment of this contract will be forfeited to the Board wholly or in part at the discretion of the Engineer if in his opinion the Contractor fails to comply with the contract requirements. 5% (Five percent) of the total value of the works executed by the Contractor less deduction if any will be paid to the Contractor along with the final bill.
36. LIMITATION OF CERTIFICATES No Certificate made by the Engineer or other person appointed as aforesaid upon any bill submitted by the Contractor shall be taken or deemed as certifying that the Contractor has duly executed his contract or any portion thereof, and no certificate thereof shall relieve the Contractor of any obligation would have been under in the absence of such certificate, but the certificate given by the Engineer or other officer aforesaid shall be deemed to means no more than that, at the time such certificate is given, the Engineer or other officer aforesaid believed that the Contractor had done work other than temporary works, in respect of which the

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Board might pay the sum stated in such certificate. No payment or certificate, shall protect or be deemed to protect the Contractor in case over payment or in case it shall at anytime appear that the works or any part of them have not been executed in accordance with this contract.

37. FINAL CERTIFICATE When the works of this contract are completed, the Contractor shall submit a demand that the Engineer shall make a final measurement of the works and take over the whole of the works on behalf of the Board and issue a final certificate to enable him to submit a final bill for payment. The Engineer shall thereupon, unless he shows reasons in writing to the contrary make a final measurement of the works and takes them over on behalf of the Board and sign a certificate purporting to be a final certificate. Nothing in this Clause or in the agreement shall prohibit the Board taking over and using any portion of the works at any time.
38. PAYMENT OUT OF PUBLIC FUNDS The payments to the Contractor shall be made out of the funds under the control of the Board in their public capacity and no member or officer of the Board shall be personally responsible to the Contractor.
39. REPAYMENT OUT OF SECURITY After the expiry 2 months from the date of completion of works and grant of final certificate referred to the Clause 37 the Board shall repay to the Contractor the Security Deposit detailed in the preamble hereto or remainder of the proceeds of such sums after the Board had deducted any sums due to the Board and recoverable from the said security in accordance with the terms of the contract or withheld as security for any portions of works repaired during this period.
40. SUBLETTING TRANSFERRING OR ASSIGNING CONTRACT The Contractor shall not sub-let the whole of the works except where otherwise provided by the contract the Contractor shall not sub-let any part of the works without the written consent of the Engineer and such consent if given shall not relieve Contractor from any liability or obligation under the contract and he shall be responsible for the acts defaults and neglects of any sub-Contractor his agents servants or workmen as fully as if they were the acts defaults or neglects of the Contractor his agents servants or workmen. Provided always that the provision of labour on a piece work basis shall not be deemed to be a sub-letting under the Clause.
41. BOARD TO HAVE POWER TO DEFEND OR COMPROMISE ACTION The Board shall have full power in their absolute discretion to defend or compromise any action, suit or other proceeding brought against them by reason or arising out of the execution of the works or in connection therewith, without prejudice to the obligations of the Contractor under this contract to indemnify the Board against such action or proceeding and the Contractor shall be liable to repay to the Board any sums paid by them in any such action, suit or proceeding or in actions pursuance of any such compromise.

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- (d) "The liability of the Contractor to the Board arising out of them Clause 12-A herein shall not be the subject matter of Arbitration".
45. JURISDICTION "All disputes under this contract shall be subject to Courts in Chennai Jurisdiction only".
46. CONTRACT LABOUR WELFARE
- i) The rights and benefits conferred on the workmen employed by the contractor under the provisions of various Labour Laws are the responsibility of the contractor. The contractor has to indemnify the CMWSS Board in case of loss or any damages. It is the responsibility of the contractor to take insurance policy under Workmen/s Compensation Act, 1923 for each labour engaged by the contractor. The contractor will be responsible for any deficiency on safety measures to be adhered as stipulated in Annexure – V. A photocopy of the insurance under Workmen's Compensation Policy should be furnished to the Board. The policies should be kept alive till the completion of the contract period.
- ii) The Contractor shall produce fitness certificate from any Authorised Medical Attendant (AMA) of Government Hospital for all the Technical staff and Labour staff to be employed.
47. SAFETY EQUIPMENTS & LOOSE TOOLS
- The Contractor will be responsible to make available the safety equipment and loose tools as listed in the Annexure – VII. If the contractor fails to keep the safety equipment and loose tools and consumable items as listed in Annexure, the above will be procured by the Board and the cost will be deducted immediately from the bill payable to the contractor with a penalty of Rs.2,000/-.

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Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

SECTION - II
PART - II

GUIDELINE FOR ELECTRICAL / MECHANICAL WORKS

MACHINERY AND OTHER EQUIPMENTS

1. The contractor should maintain a set of tools as per Annexure – VII for proper maintenance of the machineries and equipment.

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Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

SECTION – II
PART – III

NOTES REGARDING WORKS

LIST OF MINOR REPAIRS IDENTIFIED AT H.T. / L.T. PUMPING STATIONS

I. For H.T. Pumping Stations

1. Replacement of H.G. Fuses
2. Replacement of Lightning arrestor – any one of the phases
3. Replacement of jumpers
4. Replacement of insulator (Porcelain) – one phase
5. Replacement of A-B switch – one phase

II. For H.T. & L.T. Pumping Stations

1. Replacement of no-volt coil for A.C.B. and O.C.B.*
2. Replacement of jumper with socket inside the panel
3. Replacement of cable lugs including terminations
4. Replacement of burnt-out H.R.C. fuses*
5. Replacement of moving and fixed contacts or contractors*
6. Replacement of coupling bolt & nuts including rubber bushes
7. Replacement of worn-out impeller nut
8. Replacement of spindle nut in the sluice valve
9. Replacement of terminal plate in the motor
10. Replacement of carbon brushes and brush holder
11. Replacement of bulb, choke, starter, etc.
12. Replacement of defective capacitor and allied works for P.F. improvement.
13. Any other minor electrical / mechanical / civil works (repair works / additional works) as directed at site mutually agreed by the Engineer incharge and Contractor.
14. Arrangement of sand bags as and when required as directed at site.

III. D.G. Set

1. Replacement of burnt-out spares in the battery charger of D.G. *
2. Rewinding of self motor in the case of D.G.

Note: Payment for the replacement of items under minor repair will be made based on the prevailing settled ARC rates or market rates which ever is applicable.

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Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

SECTION – II
PART – IV

PRICE SCHEDULE

- Note:**
1. Mandatory duties of the contractor specified in the schedule have to be carried out without fail.
 2. Minor repairs related to civil / mechanical / electrical works have to be carried out as directed by Board Engineers and the relative cost will be paid in the monthly bills based on the terms and conditions.
 3. It is the responsibility of the Contractor to make necessary provision towards the welfare measures as directed by statutory authorities for Contract Labourers and as prescribed by the applicable acts and rules.
 4. The staff who have been employed by the contractor should also have ESI & EPF number in their names. The contractor has to pay ESI & EPF contributions towards the staff every month. The copies of the remittance challans of the ESI & EPF contributions should be submitted along with the bill for claiming the subsequent monthly payment. Similarly, the contribution / premium / tax etc. to any other statutory authorities, the contractor has to remit them directly after registering with the respective department.
 5. The Contractor has to make available the Safety equipments and loose tools / equipments as per Annexure VII.
 6. The tenderer should quote the rates both in words and figures. In case of discrepancy between the rates quoted in words and in figures, lower of the two shall be considered for evaluation. If there is a discrepancy between the amount quoted for an item and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
 7. Rates quoted is applicable for the various Sewage Pumping Stations located in Area - I to Area - XV in Chennai City
 8. The Board reserves the right to allot one or more or any one of the category of Sewage Pumping Stations to the eligible successful tenderers.
 9. If any changes in the prevailing tax component, increase in taxes will be borne by the Board and if any decrease in the tax component the same will be deducted from the contractor's payment.

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PRICE SCHEDULE

Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

Sl. No.	Description of work	Rate per month per station Rs. P.		Amount for one station for 36 months Rs. P.
		Figures	Words	
1	Rate contract for Operation and Maintenance of H.T. (Relay) Sewage Pumping Station in 3 Shifts / day providing Staff as per Annexure – I and performing mandatory duties prescribed for 3 years			
2	Rate contract for Operation and Maintenance of H.T. Sewage Pumping Station in 3 Shifts / day providing Staff as per Annexure – I and performing mandatory duties prescribed for 3 years			
3	Rate contract for Operation and Maintenance of L.T. Sewage Pumping Station in 3 Shifts / day providing Staff as per Annexure – I and performing mandatory duties prescribed for 3 years			

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Name of work: Rate contract for Operation and Maintenance of Sewage Pumping Stations (HT Relay, HT 3 shifts, LT 3 shifts, LT 2 shifts, LT Road side) at various locations in Chennai City for 3 years.

Tender No: CNT/SEW/MWB/2371/2013

Sl. No.	Description of work	Rate per month per station Rs. P.		Amount for one station for 36 months Rs. P.
		Figures	Words	
4	Rate contract for Operation and Maintenance of L.T. Sewage Pumping Station in 2 Shifts / day providing Staff as per Annexure – I and performing mandatory duties prescribed for 3 years			
5	Rate contract for Operation and Maintenance of L.T. Road side Sewage Pumping Station providing Staff as per Annexure – I and performing mandatory duties prescribed for 3 years			

- Note: 1) The Tenderers are requested to quote for the works as per the eligibility. The rates quoted for the works by ineligible tenderer will not be considered for evaluation.
- 2) The contractors are required to operate and maintain the Sewage Pumping Stations continuously during the rainy seasons by providing additional shifts and man power for the pumping stations operated with single and two shifts during normal period.
- 3) The rate quoted by the bidder is inclusive of provision towards Uniform and Stitching charges and Consumables like cotton waste, oil, grease, packing rope, etc.
- 4) The rate quoted by the bidder should be inclusive of ESI @ 4.75%, EPF 13.61%, Service Tax 12.36% and all other applicable taxes etc.

Signature of the Tenderer.

Name & Address with Seal

Signature of the Tenderer with Seal

ANNEXURE – I

REQUIREMENT OF STAFF TO BE PROVIDED BY THE SUCCESSFUL CONTRACTOR

Sl. No.	Category	Eligibility	Required No. of persons
	H.T. (Relay)		
1	H.T. Operator	Diploma in Electrical Engineering or those who are having valid certificate in Electrician / Wireman grade issued by any of the recognised ITI with 2 years experience or retired Electrical Engineer from Government or Public Service Departments	3 Nos.
2	Field Worker		6 Nos.
		Total	9 Nos.
	H.T. / 3 Shifts		
1	H.T. Operator	Diploma in Electrical Engineering or those who are having valid certificate in Electrician / Wireman grade issued by any of the recognised ITI with 2 years experience or retired Electrical Engineer from Government or Public Service Departments	3 Nos.
2	Field Worker		5 Nos.
		Total	8 Nos.
	L.T. / 3 Shifts		
1	L.T. Operator	Those who are having valid certificate in Electrician / Wireman grade issued by any of the recognised ITI.	3 Nos.
2	Field Worker		4 Nos.
		Total	7 Nos.
	L.T. / 2 Shifts		
1	L.T. Operator	Those who are having valid certificate in Electrician / Wireman grade issued by any of the recognised ITI.	2 Nos.
2	Field Worker		2 Nos.
3	Watchman		1 No.
		Total	5 Nos.
	Road Side		
1	L.T. Operator	Those who are having valid certificate in Electrician / Wireman grade issued by any of the recognised ITI.	1 No.
2	Field Worker		1 No.
		Total	2 Nos.

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ANNEXURE-II
OBLIGATION OF THE BOARD

1. Power Consumption charges will be paid by the Board directly to TNEB.
2. Supply of fresh, potable water within the premises
3. CMWSS Board will arrange to provide the Telephone connection in the premises and the entire telephone charges shall be paid by the contractor.
4. Ensuring that all equipments and accessories are in good working condition before handing over the pumping station. This could be decided by a joint inspection during handing over.
5. Ensuring that all major repairs are carried out swiftly and correctly.
6. To conduct surprise checks to ascertain the effective functioning of the pumping station. For this purpose, Board may nominate any of its officers for inspection of pumping operations without prior notice.
7. Payment will be made monthly on receipt of bills from the contractor following Board's Regulations.
8. Payment for attending minor repairs not exceeding the ceiling limits prescribed, will be made monthly on receipt of bills for the actual works carried out.
9. Prescribing of preventive maintenance schedule for adoption at different time intervals by the contractor.
10. Supply of Diesel and Engine Oil etc. for DG set.

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ANNEXURE-III
MANDATORY DUTIES OF THE CONTRACTOR

I. GENERAL:

1. Operation of specified shifts / day and ensuring that back up teams would be available to take over during Sundays, Holidays and in the event of regular Operator / Labour absence including watch and ward.
2. Making sure that the levels are maintained between safe and low levels, as specified at all times ensuring that fall below the incoming sewer whenever possible
3. Ensuring that the wells are desilted minimum once a day to handle morning peak flow.
4. Ensuring that the screens are cleaned daily in every shift at regular intervals to ensure free flow and to prevent pump failures.
5. Operate and maintain equipment with technical staff so as to safeguard the equipments against single phasing, earth fault, phase reverse etc. in power supply.
6. Maintaining all equipment within the station as recommended by the manufacturers, with proper Logs and Records of the work carried out, as prescribed by Metro Board.
7. Operate and maintain capacitor and allied switch gear so as to maintain a power factor of not less than 0.90 lag prescribed by TNEB.
8. The power factor will not decrease or increase suddenly and if the contractor observes daily and finds any decrease in the power factor, it should be informed to the Department Engineers (concerned Area Engineers). The Department Engineers will take immediate steps in rectifying this.
9. Test run of D.G. sets should be carried out for a minimum of 30 minutes per week in idle condition or as recommended by the manufacturer/ directed by Site Engineer. The required diesel/lube oil will be supplied by Board and the Contractor should make necessary arrangement for carting the same. However in case of emergency the Contractor may arrange to purchase the required diesel/lube oil as directed by the Engineer incharge and the related cost will be paid based on actuals on production of bills.

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10. Keeping all wells, kiosk sheds free from dirt and dust.
11. Ensuring that premises are kept clean and tidy.
12. Inspection Register to be available at the Station.
13. Mandatory Regulations prescribed by CEIG and Inspector of Factories shall be followed without any lapse.
14. Carrying out all operations at intervals specified shown on attached sheets for each station
15. Any repair and replacement works of the HT system should be carried out by the authorised persons as prescribed by CEIG.
16. Each station should be provided with complete set of tools and equipments required for maintaining the station.
17. The following regular equipment maintenance and general maintenance have to be carried out along with those as per preventive maintenance schedule.
 - a) De-weeding and cleaning the transformer yard.
 - b) Drying and refilling of silica jell in the breather of the transformer.
 - c) Regular watering of the earth pits in the transformer yard and maintaining proper earth resistance.
 - d) Check for any oil leak in the transformer and top up of oil (transformer oil will be supplied departmentally).
 - e) All electrical connections have to be checked.
 - f) Provide gland packing for the pumps, sluice valve etc. whenever required to avoid leakage of water. Rope has to be provided by the Contractor.
 - g) Greasing of bearings and lubricating all moving parts minimum once a week (grease has to be provided by the Contractor).
 - h) Check for tightness of coupling bolts-nuts and all other fasteners.
 - i) Check for functioning of vacuum pumps.
 - j) Cleaning of motors, L.T. panel etc. minimum once in a week using air blower.
 - k) Lubricating and test operating of the penstock valves for proper seating minimum once in week.

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- l) Watering of plants and trees.
 - m) Check for charging battery including the acidity in cells once in a week so as to start and operate the DG sets in any emergency requirements.
 - n) Replacement of the HG fuse if required.
 - o) Replacement of fused out bulbs, choke, starters etc.
18. Any minor repairs to electrical/mechanical/ civil works (repair/ additional) upto a limit of Rs.5000/ month has to be carried out urgently. Payment towards minor repairs will be paid separately on monthly basis, based on the actuals and production of certificates and vouchers. The bidder need not include the cost of minor repairs in the tender.
19. The bidder should furnish his local office and residential address along with Telephone Nos.
20. Attendance should be maintained in all the locations maintained by the contractor and the employees sign it in every shift.
21. Spare (Reliever) Operator / labourers should be employed to work in a particular station when the person in that station goes on leave, as a substitute.
22. The contractor has to fix leave regulation for the employees and submit a copy to Board.
23. In case of absence of the B.E. holder, operator (or) Thozhilali or anybody as envisaged the specified amount for that particular shift will be recovered in the monthly bill as per Annexure-IV.
24. The contractor has to provide decent uniform with name badge to their staff and if they fail to wear the uniform, penalty at the rate indicated in the Annexure-IV will be recovered from this monthly bill.
25. The contractor has to operate the machineries according to the operating schedule fixed for that particular station and to maintain low-level. The level should not be more or less than that of the operating level fixed during that time of inspecting officials prescribed in the operating schedule. However tolerance of +/-5% can be allowed. If there is vast difference, unless otherwise specific reasons are not given wages for that particular shift will be recovered as per Annexure-IV, if the reason given by the contractor is not acceptable by the inspecting authority.
26. Maintenance of plant and machineries should be as per the chart given.

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27. Whenever an employee of the contractor leaves the job and new person with the same qualification is employed or transferred between stations maintained by the same contractor it should be informed in writing and with the approval of Engineer and also see that the new persons so employed also have insurance cover.
28. The maintenance gang should possess a register to record their activity in a particular station in a particular day and certified by the Board officials incharge of that particular station in that book.
29. The contractors are required to operate and maintain the sewage pumping stations continuously during the rainy season by providing additional shifts and man power for the pumping stations operated with single and two shifts during normal period.
30. Following Laws shall be adhered to by the contractor wherever applicable
 - a) Workmen Compensation Act, 1923
 - b) Payment of Wages Act, 1936
 - c) Industrial Disputes Act, 1947
 - d) Minimum Wages Act, 1948
 - e) Factories Act, 1948
 - f) employees PF and Miscellaneous Act, 1952
 - g) Payment of Bonus Act, 1965
 - h) Payment of Gratuity Act, 1972
 - i) Equal Remuneration Act, 1979
 - j) Maternity Benefit Act 1951
 - k) Contract Labour (Regulation & Abolition) Act 1970
 - l) Industrial Employment (Standing Orders) Act 1946
 - m) Trade Unions Act 1926
 - n) Child Labour (Prohibition & Regulation) Act 1986
 - o) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979
 - p) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996

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- q) Employee State Insurance Act, 1948
- r) The Tamil Nadu Manual Workers (Regulation of Employment and Conditions of Work) Act, 1982.
- s) The Bonded Labour System (Abolition) Act, 1976
- t) The Employer's Liability Act, 1938

II. ELEMINATION OF CHILD LABOUR

1. Attention of all contractor are invited to the Child Labour (Prohibition and Regulations) Act 1986, which prohibits employment of children below 14 years of age in certain occupations and process and provides for regulations of employment of children in all other occupations and progress. Employment of child labour is prohibited in building and construction industry.
2. Hence all the contractors are requested to adhere to the provisions in the above Act and see that engagement of child labour in the operational activities of the Board are completely prohibited. Any violation of the provision will lead to penal action and removing of the contractor from the list of registered contractors.

III. SAFETY MEASURES

1. All the work to be carried out in and around the pumping station, like electrical faults (or) attending to maintenance work in collection, suction and screen wells, it must be under the contractors supervision with their supervisor, at their own risk and cost.
2. The contractor should possess rubber gloves, gum boots, safety belt, helmet, rope, gas mask, torch light, emergency light etc. as safety equipments in good condition.
3. Each and every employee of the contractor should have insurance cover under workmen compensation act.
4. The contractor has to carryout any minor maintenance work only after informing and getting concurrence of the Board officials incharge of that particular pumping station.
5. The contractor's labour while entering the wells for carrying out O&M work, the contractor, should close the penstock valve in the well and pump the sewage from the well should check the gas present in the well with gas monitor available at Area Offices and make sure it is not dangerous for their staff and allow the men with safety equipments to enter the empty well for desilting the wells. There should be no contact between human body and sewage and in roadside pumping station where there is no penstock arrangements, men while entering the well should wear proper diving suit with mask, boot and airline supply apparatus which will be provided by the respective Area Engineers.

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IV. PROCEDURE FOR CARRYING OUT MINOR REPAIRS

Minor repairs noticed in the equipment should be reported in writing to A.E./DAE(Elect) incharge of the pumping station without any time lapse. The rectification work have to be carried out immediately as per the direction of the AE/DAE(Elect). Payment for repair works will be made on actuals. Necessary entry for the repairs carried out has to be made in the Log Book.

V. NON-COMPLIANCE TO SCHEDULE OF WORK / MANDATORY DUTIES

If the contractor fails to carry out any work or part of work/mandatory duties, the Board shall have the power to carry out such parts of work by engaging private agency and recover such amount including 5 (five) percent of the amount incurred from the progressive bills.

Photo Identify Cards have to be issued to the personnel and one set of these Identity Cards should be furnished to the Board and one set displayed in the Pumping station.

The responsibility of the contractor to take insurance policy under Workmen's Compensation Act 1923 for each labour and a copy of insurance policy should be furnished to the Board. This policy should be kept alive till completion of the contract period.

The name and qualifications of the personnel engaged in each Sewage Pumping Station should be prominently displayed in the Pumping Station.

VI. DUTIES AND RESPONSIBILITIES OF THE SUPERVISOR OF PUMPING STATION

- 1) He should be present between 8.30 A.M. and 5.30 P.M as same as department AE/JE of pumping station with one hour lunch intervals.
- 2) He shall hold full responsibility of maintaining levels as prescribed by the Board
- 3) Daily report on flow chart should be sent to office with all activities of the previous day.
- 4) Inform minor/major/repairs immediately and should be present at site until completion works of repair

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- 5) He shall have full responsibility for maintaining maintenance schedule such as daily, weekly and monthly programmes.
- 6) He should organize the silt removal programme and to follow as per safety rules.
- 7) He shall keep safety belt, gas mask, gas monitor and First Aid box to his custody and utilize whenever requires.
- 8) He shall be responsible for over all cleaning and keeping the station neat and tidy
- 9) To approach TNEB authority when power fails in TNEB structure/Board structure and ascertain early supply resumption.
- 10) He shall check up Power Factor everyday and to maintain at minimum 0.90 as prescribed by TNEB.
- 11) In charge shall be sole responsible for carryout mandatory duties of contractor in the individual pumping station and to organize the maintenance gang for routine maintenance work.
- 12) Up keeping the pumping station such as air blowing motors, control panels, gland packing, changing Engine Oil and maintenance of battery.
- 13) Care has to be taken for workers to avoid double/triple duties as per workmen compensation Act and arrange to renewal of Insurance policy.

VII. DUTIES AND RESPONSIBILITIES OF THE OPERATOR OF THE PUMPING STATION

- 1) Operating the pump set as per the operating rules and maintaining low levels.
- 2) Recording Log Book for every hours and including starting/stopping times of the pump sets.
- 3) Check the temperature/Noise of Running units and control panel
- 4) Record daily shift activity in Log Book
- 5) Follow the instruction if any by DAE (E)/AE/JE's of the pumping station regarding pumping.
- 6) Go through previous shift activities and explain the shift activities to the reliever

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- 7) Arrange removing of rubbish in the screen well once in the shift with safety precautions
- 8) Draw flow chart as per log book in his shift
- 9) Operating D.G.Set when power fails.

VIII. DUTIES TO BE ATTENDED BY FIELD WORKER

- 1) Ensuring that the screen are cleaned daily in every shift at regular intervals to ensure free flow and to prevent pump failure.
- 2) Keeping of all wells, kiosk sheds free from dirt and dust
- 3) Ensuring that premises are kept clean and tidy
- 4) Ensuring that adequate man power is available round the clock to carry out the above task and to prevent entry of unauthorized persons.
- 5) Provide gland packing for the pumps, sluice valve etc. whenever required to avoid leakage of water.
- 6) General cleaning of all equipments buildings and the yard
- 7) Watering of plant and trees
- 8) To assist the operators to carry out the breakdown maintenance to avoid dislocation of pumping operation.
- 9) Operating of sluice valves and penstock valves

IX. GENERAL MAINTENANCE TO BE DONE

- 1) Desilting of Wells
- 2) Lifting and lowering of submersible pump sets
- 3) Drying and refilling of silicon, oil in the breather of the transformer

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- 4) Check for any oil leak in the transformer and top up oil if necessary
- 5) Greasing of bearings and lubricating all moving parts once in a week
- 6) Cleaning of motors and lubricating all moving parts once in a week by using air blower.
- 7) Regular watering of the earth pit in the transformer yard and maintaining proper earth resistance
- 8) All electrical connections have to be checked
- 9) Lubricating and test operating of the penstock valves for proper seating every week
- 10) Check conditions of cabling, motor and pumps etc.
- 11) De-weeding and clearing the transformer yard
- 12) Check for tightness of coupling, bolts and nuts and all other fasteners

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ANNEXURE - IV
RECOVERY TO BE MADE FOR DEFAULT

Sl. No.	Description	Amount
1	HT Operator	Rs.300 per day per each
2	LT Operator	Rs.200 per day per each
3	Field Worker / Watchman	Rs.100 per day per shift
4	Silt removal in the well once in a week	Rs.500 per occasion
5	Minor repairs	The repair should be done again
6	Cleaning of site	Rs.100 per day
7	Arranging sand bags	Rs.250 per occasion
8	Photo identity	Rs.100 per each
9	Not wearing uniform	Rs.50 per each
10	Safety belt	Rs.500 per month
11	Gas Mask	Rs.500 per month
12	Loose tools	Rs.100 per month
13	Maintaining of registers	Rs.2,000 per month
14	Operational rules	Amount paid to the shift as per the agreement
15	Display of staff particulars	Rs.500 per month
16	Disobedience of any person	To be replaced immediately
17	Preventive maintenance not done	
	a) For daily maintenance items	Rs.100 per day
	b) For weekly maintenance items	Rs.200 per week
	c) For fortnightly maintenance items	Rs.500 per fortnight
	d) For monthly maintenance items	Rs.1000 per month
18	For not maintaining Diesel Generator batteries in good charge condition	Rs.50 per day
19	For not carting diesel / lube oil or purchase of required quantity of diesel / lube oil as directed by the Engineer incharge	Rs.100 per day

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ANNEXURE – V

SAFETY MEASURES TO BE ADHERED

1. All electrical safety equipments like hand gloves, testers and other electrical needs are to be provided by the contractor.
2. Only experienced, skilled people have to be employed by the contractor.
3. Safety belts, ropes, Gas mask, Torch lights are to be provided by the contractor for labourers who get into wells.
4. All personnel should be covered by insurance under workmen compensation act.
5. All labour act provisions has to be met with.
6. Those get into wells should do so after verifying the presence of gas with the help of the gas monitor in order to avoid any mishaps.
7. Exhibit labels of “SAFETY FIRST”.

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ANNEXURE – VI
H.T. / L.T. SEWAGE PUMPING STATIONS
SCHEDULE OF MAINTENANCE

Item No.	Description of work	Daily	Weekly	Fort nightly	Monthly	Attended / Not attended / O.K.	If not attended, reason
1.0	Pump house						
1.1	Cleaning of site	*					
1.2	Cleaning of pump house	*					
1.3	Cleaning of Panel Room, D.G. room etc.	*					
1.4	Check pump is operational	*					
1.5	Change over of pumps	*					
1.6	Record hours run	*					
1.7	Check operation of air release pipe	*					
1.8	Clean windows	*					
1.9	Operate vertically hung door and lubricate	*					
1.10	Sweep and tidy up ground, roof, remove cob webs etc.	*					
2.0	H.T. structure, Transformer yard and transformers						
2.1	Cleaning of transformer yard, removal of grass and plants	*					
2.2	Check up and water the earth pits		*				
2.3	Meggar the earth resistance in the earth pits				*		
2.4	Check and operate the AB switch in the structure for its smooth operation and replace contacts if necessary		*				
2.5	Check up dropout fuses and H.G. fuses and replace if necessary	*					
2.6	Check up insulators and lightning arrestor in the structure and replace if necessary			*			
2.7	Check the transformer for any leakage of oil and top up if necessary		*				
2.8	Check the temperature of transformer oil from dial thermometer and record			*			

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Item No.	Description of work	Daily	Weekly	Fort nightly	Monthly	Attended / Not attended / O.K.	If not attended, reason
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3.0	H.T. Panel						
3.1	Clean the panel externally and internally using blower	*					
3.2	Carryout visual check of observe over all condition of the breakers and clean the breakers thoroughly	*					
3.3	Grease / Oil joints and sliding surfaces			*			
3.4	Check the internal connections				*		
3.5	Check the operations of doors and conditions of door gasket			*			
3.6	Check Volt Meter Ammeter etc. in the panel for its working and replace if necessary	*					
3.7	Check all the indicator lamp and control fuses and replace if necessary	*					
3.8	Check the operation of relays				*		
4.0	L.T. Panel						
4.1	Clean the panel externally and internally using blower	*					
4.2	Check all the connections for tightness			*			
4.3	Check the contacts switches for tightness and apply petroleum jelly if necessary			*			
4.4	Check Volt Meter Ammeter and respective P.T. and CTS for its working and connection	*					
4.5	Check all the indicator lamp bulbs and fuses and replace if necessary		*				
4.6	Check operation of all switches and bush buttons		*				
5.0	CAPACITORS						
5.1	Check all the capacitors for oil leakage if any	*					
5.2	Clean the insulator with dry cloth and check the connections for tightness			*			
5.3	Check the fuses and meggar the units				*		

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Item No.	Description of work	Daily	Weekly	Fort nightly	Monthly	Attended / Not attended / O.K.	If not attended, reason
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6.0	MOTORS						
6.1	Clean the motor terminal box, check the cable connection to tightness	*					
6.2	Check body of the motor for firm connection			*			
6.3	Check the foundation bolt and nut for tightness	*					
6.4	Check normal sound and vibration	*					
6.5	Check the bearing grease and replace if necessary			*			
6.6	Check air cooling fan for vibration and noise			*			
6.7	Check meggar test for windings and earth			*			
6.8	Cleaning of motor slip ring, carbon brush, contacts and replace if necessary		*				
7.0	STARTERS AND OCB						
7.1	Clean the starter and check up the cable connection	*					
7.2	Check contacts and replace if necessary	*					
7.3	Check for cable connection	*					
7.4	Check for OLR and No. volt coil	*					
7.5	Check the level of transformer oil in the OCB and top up if necessary			*			
8.0	MAIN PUMPS						
8.1	Outside Cleaning	*					
8.2	Check Bearing Temperature			*			
8.3	Check & Top up Bearing grease or replace grease			*			
8.4	Check gland for leak and add gland layer if required	*					
8.5	Replace gland packing completely			*			
8.6	Check foundation nuts and bolts for tightness and rusting		*				
8.7	Check inspection covers and check condition of impeller			*			

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Item No.	Description of work	Daily	Weekly	Fort nightly	Monthly	Attended / Not attended / O.K.	If not attended, reason
8.8	Check the pressure and pressure gauges on suction and delivery side	*					
8.9	Clean the pump pit and pump floor	*					
8.10	Check for coupling Bolts and nuts, coupling tyre and replace the tyre if required			*			
8.11	Check for vibration and noise of the pump	*					
8.12	Pump out leak water from the pump pit	*					
8.13	Check the condition of bearing oil and replace if required.			*			
9.0	SUMP PUMP						
9.1	Check the pump for operation	*					
9.2	Check the coupling and replace if necessary			*			
9.3	Clean the starter panel externally and internally	*					
9.4	Check the fuses and contacts, apply petroleum jelly if necessary		*				
9.5	Check the foot valve and replace if necessary	*					
10.0	DIESEL GENERATOR SET, BATTERY AND EMERGENCY LIGHT						
10.1	Clean the battery, top up, distilled water in the battery if necessary	*					
10.2	Remove the connection of battery terminals, clean thoroughly and reconnect after applying petroleum jelly		*				
10.3	Clean the emergency lights internally and externally	*					

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Item No.	Description of work	Daily	Weekly	Fort nightly	Monthly	Attended / Not attended / O.K.	If not attended, reason
10.4	Check the light, indicator lamp for its proper working and attend if necessary		*				
10.5	Check fuel level in the day tank of DG set and top up if necessary		*				
10.6	Check engine oil level in the D.G. set and add if necessary			*			
11.0	OHT CRANES						
11.1	Carry out thorough cleaning of crane including girders, trolley, platform other equipments and control panels	*					
11.2	Check all the cable connections for tightness			*			
11.3	Check contracts and fuses and replace if necessary			*			
11.4	Inspect gear box for any leakage of oil				*		
11.5	Check the connection of limit switch				*		
11.6	Check panels internally and externally and apply petroleum jelly if required	*					
11.7	Check the rope and apply grease if required				*		
12.0	SUCTION & DELIVERY VALVES AND ACTUATOR						
12.1	Check the condition of gland packing and tighten or replace if necessary	*					
12.2	Check actuator gear box for leakage		*				
12.3	Check the condition of limit switches				*		
12.4	Check the condition of oil and grease, replace if necessary			*			
12.5	Check the bolts and nuts for tightness			*			

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Item No.	Description of work	Daily	Weekly	Fort nightly	Monthly	Attended / Not attended / O.K.	If not attended, reason
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12.6	Check cable terminals at motor terminal box of actuator				*		
12.7	Check clutch and gear arrangement for manual operation				*		
12.8	Apply grease to the spindle if necessary				*		
12.9	Check for free movement			*			
13.0	NRV (NON RETURN VALVE)						
13.1	Check the operation of non-return valve		*				
13.2	Check the disc for its smooth opening and closing operation		*				
14.0	SEWAGE WELLS						
14.1	Clean the suction, screen and collection	*					
14.2	Check up the operation of Penstock valves in the wells	*					
14.3	Apply grease to vertical shaft of penstock valve for smooth operation			*			
14.4	Rake the screen and disposal waste	*					
14.5	Desilt wells if equipment is available	*					
14.6	Manual desilt wells (no equipments)		*				

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SECTION - II

ANNEXURE - VII

I. LIST OF SAFETY EQUIPMENTS TO BE PROVIDED BY CONTRACTOR IN EACH STATION

Sl. No.	Name of Equipment	Existing for HT/LT/Road Side Pg. Stn.	Proposed		
			HT	LT	Road Side
1	Safety belt with rope	2 sets	2 nos.	1 no.	1 no.
2	Gas Mask	2 sets	1 no.	1 no.	1 no.
3	Shock proof hand gloves (11 KV grade gloves)	1 pair	1 pair	1 pair	1 pair
4	Disposable hand gloves	2 pairs	2 pairs	2 pairs	1 pair
5	Gum boot	2 pairs	2 pairs	2 pairs	1 pair
6	Electrical line tester	1 no.	1 no.	1 no.	1 no.
7	Earth discharge rod	1 no.	1 no.	-	-
8	First Aid Box	1 no.	1 no.	1 no.	1 no.
9	Emergency light	1 no.	1 no.	1 no.	-

Note: The above is only an illustrative minimum list. The contractor must note that it is their responsibility to ensure the lives and safety of the workers employed by them. Towards this end, all the equipments of appropriate specifications should be procured and made available to the workers in usable conditions throughout the period of contract. Responsibility for any health problem or death will solely rest with contractor.

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**II. LIST OF LOOSE TOOLS AND EQUIPMENTS TO BE PROVIDED BY
THE CONTRACTOR IN EACH STATION**

Sl. No.	Description	Existing for HT/LT/Road Side Pg, Stn.	Proposed		
			HT	LT	Road Side
1	Double end spanner (6 mm to 32 mm)	1 set	1 set	1 set	1 set
2	Screw driver (6", 8", 12")	1 set	1 set	1 set	1 set
3	Pipe wrench (14", 18", 24")	1 set	1 set	1 set	1 set
4	Cutting pliers	1 set	1 no.	1 no.	1 no.
5	Long nose pliers	1 no.	1 no.	1 no.	1 no.
6	Hammer (2 Kgs)	1 no.	1 no.	1 no.	-
7	Test lamp with 15m wire	1 no.	1 no.	1 no.	1 no.
8	Megger (1000 V)	1 no.	1 no.	1 no.	-
9	Multimeter	1 no.	1 no.	1 no.	-
10	Tong tester	1 no.	1 no.	1 no.	-
11	Hacksaw frame with 3 nos. blade	1 no.	1 no.	1 no.	1 no.
12	Spade (Manwetty)	2 nos.	2 nos.	1 no	1 no
13	Crow bar	1 no.	1 no.	1 no.	1 no.
14	Shovel	2 nos.	1 no.	1 no.	-
15	Sickles	2 nos.	2 nos.	2 nos.	-
16	Ring spanner (6mm to 32mm)	1 set	1 set	1 set	-
17	Caution Board (Men working Board)	1 no.	1 no.	1 no.	-
18	Grass cutter	1 no.	1 no.	-	-
19	Country knife	2 nos.			
20	Iron chutty	2 nos.	2 nos.	2 nos.	1 no.
21	Grease gun	1 no.	1 no.	1 no.	-
22	2 ton pulley block	1 no.	1 no.	1 no.	-
23	Wheel barrow	2 nos.	1 no.	1 no.	-
24	Torch light with 3 cells	2 nos.	1 no.	1 no.	1 no.
25	Hand blower	2 nos.	-	-	-

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ANNEXURE – VIII

UNDERTAKING

**ADDITIONAL CONDITIONS FOR THE CLEANING AND MAINTENANCE OF
SEWERAGE SYSTEM (INCLUDING SEPTIC TANKS)**

I / We
aged about years, S/o
residing at

.....
am / are aware of the direction of the Hon'ble High Court of Madras in its order dated 20.11.2008 in W.P. NO. 24403/2008 and the orders of the Government of Tamil Nadu in G.O.(Ms) No.293, M.A & W.S (MW) Department, dated 26.11.2010, regarding the ban on manual scavenging and on the entry of sanitary workers into the sewerage system of septic tank. I undertake to abide by the said directions of the High Court and Government Order in this regard. All cleaning and maintenance operations shall be done only through mechanical devices.

I / We shall not allow sanitary workers to enter into the sewerage system / septic tank for cleaning or maintenance operations except in the 4 circumstances permitted in the orders of the High Court in W.P. No. 24403, dated 20.11.2008. I am aware that even in these 4 circumstances, I should allow the workers to enter only with adequate safety gadgets and under the supervision of a qualified staff, and only after duly observing all safety precautions including testing for the presence of toxic gases.

I / We am/are aware that violation of the said directions of the Hon'ble High Court and the G.O. will attract punishment under section 14 of the Employment of Manual Scavengers and Construction of Dry Latrines (Prohibition) Act, 1993.

I / We shall not allow sanitary workers to enter into the sewerage system / septic tank for cleaning or maintenance operations except in the 4 circumstances permitted in the orders of the High Court in W.P. NO. 24403/2008, dated 20.11.2008 as follows:

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- 1) For the removal of concrete / FRP manhole door which gets damaged due to the heavy vehicular traffic and often falls inside the manhole causing obstructions / blocks in the sewer and which results in the blockage of sewerage system, and where mechanical equipments cannot be put into operation.
- 2) For the purpose of inter-linking the newly laid sewer main with the existing sewer main, where it will be wholly necessary to block the main sewer main in the servicing manhole. Entry of sanitary workers on such occasions has to be necessarily permitted, in as much as it is stated that large size sewer i.e. where the diameter is more than 300 mm, blocking the sewer main from the top of the manhole is not possible and only the sanitary worker has to enter the manhole and that too with necessary safety gadgets for blocking the sewer temporarily.
- 3) For the removal of submersible pump sets fixed at the bottom of the suction wells, which goes out of order, for which the sanitary worker has to enter the well again with necessary safety gadgets after emptying the sewage from the well in order to remove the pumpset. It is made clear that before allowing any sanitary worker to enter on such occasions, steps should be taken to see that the sewage is totally emptied and thereby further ensure that no poisonous gas remains in the sewage line.
- 4) For the reconstruction of the manhole of rectification of the sewer main due to any damage caused by sinking of man hole covers / sewer line when the sewage pipe line gets blocked or gets obstructed, which results in the system getting surcharged. Here again, before allowing any sanitary worker to enter the sewer line, it is essential that sewage line is emptied by blocking the manholes in the system on either side of the sinking manholes / damaged manholes.

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Even in the above four instances, I / We will allow the workers to enter only with adequate safety gadgets and under the supervision of a qualified staff, and only after duly observing all safety precautions including testing for the presence of toxic gases with a gas detector. Naked flame method of testing the presence of poisonous gases is hazardous and should be strictly avoided.

- a. Even in the non-exceptional circumstances, consideration of safety of the workers shall be paramount and the contractor shall ensure the same.
- b. I / We will indemnify the employer for any loss or damage caused by his negligence or by his non-observance / violations of any labour laws.
- c. I / We will take out insurance policies under the Workmen's Compensation Act, 1923 for all the workers engaged by him and a photocopy of the insurance policy should be furnished to the employer. The policy should be kept alive till completion of the contract.
- d. I / We will impart safety education to all his workers and train them in the use of safety gadgets.

Signature of the Contractor with seal

Signature of the Tenderer with Seal